

AGREEMENT
BETWEEN
HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 109

JANUARY 1, 1994 - DECEMBER 31, 1998

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PREAMBLE

THIS AGREEMENT made this day of November, 1995, by and between the Hudson County Board of Chosen Freeholders, hereinafter referred to as the "Employer" or the "County," and the Policemen's Benevolent Association Local 109, hereinafter referred to as the "PBA" or the "Union," has been created for the purpose of harmony and mutual understanding between the Employer and the employees represented by the Union in order that the operations of the Correctional Facilities of the County of Hudson shall proceed in an uninterrupted manner at all times. It is the intention of both the Employer and the PBA that this Agreement effectuate the policies of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., hereinafter referred to as the "Act", and be construed in harmony with the rules and regulations of the New Jersey Department of Personnel.

WITNESSETH:

WHEREAS, the PBA represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

WHEREAS, the Employer and the PBA have conducted negotiations in good faith with respect to terms and conditions of employment;

IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

The Employer recognizes the PBA as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all corrections officers below the rank of Sergeant who are assigned to the Employer's Division of Corrections.

ARTICLE II-A

DUES CHECK OFF

Section 1. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregated deductions of all employees shall be submitted together with an itemized statement to the Treasurer by the 15th day of the current month after such deductions are made.

Section 2. Any written designation to terminate authorization for check-off must be received, in writing, by the Employer and the Union by July 1st, and filing of a Notice of Withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which the Notice of Withdrawal is filed.

ARTICLE II-B

UNION SECURITY CLAUSE

Section 1. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

Section 2. These deductions shall commence effective immediately, or thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment, whichever is sooner.

Section 3. The amount of said representation fee shall be certified to the Employer by the Union within five (5) working days after the signing of this Agreement, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Union to its members.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action, or claims of loss, and to reimburse the Employer for all expenses in defending any claim whatsoever arising out of the implementation of this clause as a result of said deductions.

Section 5. The Employer shall remit the amounts deducted, together with an itemized statement, to the Treasurer by the 15th day of the current month after such deductions are made.

Section 6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 (L.1979 c.477). Membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE III
NEGOTIATION LEAVE

Section 1. During negotiations for a successor Agreement, not more than four (4) Union representatives shall be excused from their normal work duties in order to participate in negotiations for such time periods as are deemed reasonable and necessary by mutual agreement between the Employer and the Union.

Section 2. Members of the Employees' negotiating team shall remain on their present shift throughout the duration of this Agreement unless otherwise mutually agreed upon by both parties.

Section 3. The County shall honor all reasonable requests by the Union concerning information pertinent to the development of proposals, costs, programs and benefits necessary to develop Union proposals as well as all information necessary to process any grievance or investigate the possibility of one.

Section 4. The County and the PBA shall commence negotiations for a successor Agreement to succeed this Agreement, which expires on December 31, 1998, no later than November 1, 1997. In the absence of a negotiated settlement by March 1, 1998, the parties agree to jointly file for interest arbitration in accordance with the procedures established by the New Jersey Public Employment Relations Commission by March 15, 1998. The parties further agree to use their best efforts to assure that a final determination in said interest arbitration proceedings is obtained in or before November 1998.

ARTICLE IV

FUNERAL LEAVE

Section 1. A death in an employee's immediate family shall not be charged against his/her compensatory days. Time off shall be given from the day of death until and including the day after the funeral, not to exceed three (3) days per death in the immediate family.

Section 2. Immediate family shall be defined as follows: Mother, Father, Son, Daughter, Sister, Brother, Husband, Wife, Son-in-law, Daughter-in-law, Mother-in-law, Grandparents, Grandchildren, Sister-in-law, Brother-in-law and Father-in-law.

Section 3. The number of leave days available to an employee is increased to five (5) days when a funeral in the employee's immediate family is held out of the State of New Jersey.

Section 4. Employees shall receive one (1) day of funeral leave for the death of an aunt or uncle.

Section 5. Funeral leave time shall include attendance at the memorial service. The County reserves the right to obtain verification of such attendance from the employee.

Section 6. Employees may use accumulated sick leave to attend the funeral of a relative listed in the Sick Leave Article.

ARTICLE V

HOLIDAYS

Section 1. The Employer agrees to pay cash for fourteen (14) holidays. Payment for the holidays falling prior to June 30 will be paid for on July 15. Payment for holidays falling in the second half of the year will be paid for on or before the last payday of the calendar year.

Section 2. Recognizing that the Jail and Penitentiary employees work every day of the year regardless of holidays, the Employer shall agree to distribute the two (2) major holidays, namely Christmas Day and New Year's Day, as days off on a fair and equitable basis and consult with the employee as to his/her preference.

Section 3. Officers shall receive compensatory time off for all extra holidays as granted in the discretion of the County for County employees.

ARTICLE VI

VACATIONS

Section 1. The following vacation plan shall apply:

0 - 1 years of employment	1 Day Per/Month*
Beginning the 2nd year of employment through 5 years	15 Days
Beginning the 6th year of employment through 15 years	20 Days
Beginning the 16th year of employment through 24 years	25 Days
Beginning the 25th year and over	25 Days + 1 Day per/year up to 30 days.

*New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day, if they begin on the 9th through the 23rd day of the month. Employees who begin to work after the 23rd of the month are not entitled to any vacation leave for that month.

Section 2. The following procedures will prevail in determining vacation schedules:

- A. Seniority by shift shall prevail in selection of vacations, with the County retaining the right to temporarily assign officers from other shifts to staff any shifts where staffing levels drop below the accepted level due to vacation selection. The temporary assignment of officers to other shifts

is not arbitrable. Where qualified, transfers will be made on the basis of inverse order of seniority.

- B. No more than fifteen (15) percent of a shift shall be on vacation at any one time. The County will adhere to this 15% vacation maximum per shift at all times, except where minimum manning concerns necessitate otherwise. Tour commanders shall ensure that if more than fifteen (15) percent of a given shift is scheduled for vacation, replacements shall be temporarily assigned to fill such temporary vacancies created by vacations. The temporary assignment of corrections officers to fill vacancies created by vacations shall not be arbitrable.
- C. Vacation periods may commence on the last day of the previous tour provided the 15% rule in subsection B is adhered to.
- D. Vacations shall be selected by seniority by shift.
- E. All members will submit addresses and telephone numbers where they may be reached in an emergency during vacation.
- F. No more than the maximum number of days authorized as conforming to provisions of the length of service shall be taken in any one calendar year. When in any calendar year the vacation, or any part thereof, is not granted by reason of pressure of County business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only, as per Civil Service Regulation N.J.A.C. 4A:6-1.2.

- G. All vacation pay shall be given to a member prior to his or her vacation leave, provided that the employee gives the County two weeks notice.
- H. Any member whose employment is terminated shall receive his or her paid vacation pro-rated to the date of termination.

ARTICLE VII
PERSONAL BUSINESS DAYS

Section 1. Each employee shall receive three (3) personal business days effective January 1 of each year.

- a. A minimum of one (1) officer per shift each day shall not be denied use of personal days on a first-come basis.
- b. Such days shall not be used to extend vacations.
- c. Personal Business Days shall accumulate in the same manner as vacation days.

Section 2. Except in emergent situations, employees must notify the Warden, or his designee, at least 72 hours prior to the personal day sought. Failure to so notify the Warden may result in denial of the requested personal day.

Section 3. In order to receive the three (3) personal days an employee must be on the active payroll as of January 1. Employees who are not on the active payroll as of January 1 shall receive personal days pro-rated at the rate of one (1) personal day for each full four (4) month period worked. Employees whose employment is terminated before the end of the full calendar year and who have taken more personal days then they earned on the pro-rata basis noted in the preceding sentence shall reimburse the County for the value of the excess days taken.

ARTICLE VIII
DEATH BENEFITS

Section 1. The estate of any Member of the bargaining unit who is killed in the performance of his or her correction duties shall be entitled to receive two (2) years' salary as a death benefit to be determined by the salary payable at the time of death of the officer.

Section 2. Overtime, pro-rated holiday and pro-rated vacation pay shall be paid to the member's estate within ninety (90) days after the death of the member.

ARTICLE IX

CLOTHING ALLOWANCE

County corrections officers shall receive a clothing allowance of \$500.00 per year for the period covered by this Agreement. This allowance shall be paid by not later than the 31st of January.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

Section 3. Failure at any Step of this procedure to communicate the decision on a grievance shall permit the aggrieved employee to proceed to the next Step. Failure to respond at any Step within the specified time limits shall be deemed an acceptance of the decision entered at that Step.

Section 4. It is understood that an employee shall, during and notwithstanding pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

Section 5. Grievance Procedure

Step One: The grievance shall be discussed by the employee involved and the Union representative with the immediate supervisor designated by the Employer. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Union.

Step Two: If the grievance is not settled through Step One the grievance shall within five (5) working days be reduced to writing by the Union and submitted to the Warden

or any person designated by him. The answer to such grievance shall be made in writing with a copy to the Union within five (5) days of submission.

Step Three: If the grievance is not settled at Step Two, the Union shall have the right within five (5) working days of receipt of the answer at Step Two to submit such grievance to the Personnel Director. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

Step Four: If the grievance is not settled through Step Three, the grievant shall have the right to file an appropriate appeal to the New Jersey Department of Personnel, or the PBA only shall have the right to file for binding arbitration. The filing of an appeal to the Department of Personnel must be filed within the time prescribed in Department of Personnel Regulations. The filing of an appeal to binding arbitration must be filed within five (5) working days following disposition at Step Three. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

Section 6. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner.

Section 7. Each party shall bear its own costs of the arbitration but the costs of the arbitrator's fees shall be borne by the Employer and the Union equally.

Section 8. Nothing herein shall prevent any employee from processing his or her own grievance provided the Union may be present as an observer at any hearing on the individual's grievance except that only the PBA or the County may file for binding arbitration.

Section 9. Disciplinary actions involving minor disciplinary actions shall be subject to binding arbitration.

ARTICLE XI
UNION RIGHTS

Section 1. Two bulletin boards shall be provided by the County; one in the members' annex locker room and another in the main lobby of the jail. A bulletin board shall also be provided in a mutually convenient location in any correctional facility established during the term of this Agreement. The bulletin boards shall be for the sole and exclusive use of members of the Union in connection with PBA matters.

Section 2. In the event any officer is scheduled for a hearing conference in which the continuation of employment as a correction officer may be discussed or reviewed, the officer may request a representative of the PBA to be present with him or her and advise him or her in the proceedings.

Section 3. The PBA shall be granted reasonable use of office equipment which is present in the Department when said equipment is not in use. The PBA shall pay reasonable costs of all material utilized by the PBA for any reproduction and distribution of materials.

Section 4. The County shall honor all reasonable requests by the Union concerning information pertinent to the development of proposals, costs, programs and benefits necessary to develop the Union proposals as well as all information necessary to process any grievance or investigate the possibility of one.

Section 5. The PBA shall be notified of any proposed new rules or modifications of existing rules governing working conditions before they are established.

ARTICLE XII

SICK LEAVE

Section 1. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day, if they begin on the 9th through the 23rd day of the month. Employees who begin to work after the 23rd of the month are not entitled to any sick leave for that month.

Section 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service.

Section 3. After the first calendar year of service, employees shall receive fifteen (15) working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

A. Employees shall be entitled to use accrued sick leave when they are unable to perform their duties by reason of:

1. Personal illness, injury or exposure to contagious disease; or
2. Illness, injury or exposure to contagious disease on the part of the member's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the member's household.

B. Unused sick leave shall accumulate from year-to-year without limit.

C. Report of Absence on Sick Leave.

1. If a member is absent for reasons that entitled him or her to sick leave, the record room officer shall be notified at least one (1) hour prior to the member's usual reporting time, except in emergent circumstances.

a. Failure to so notify the record room supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Service-Connected Sickness, Injury or Disability Leave.

1. Members covered under this Agreement will be paid their regular straight-time rate of pay for a period, not in excess of fifty-two (52) weeks, for each new and separate service-connected sickness, injury or disability, commencing on the first day of any such service-connected injury or disability. Temporary disability benefits paid by Worker's Compensation Insurance to the member will be paid over to the County.

2. Intentional self-inflicted injuries or those service-connected injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Section.

3. Any member who accepts outside employment whose physical demands are equal to, or greater than, his or her normal police activities during the periods of service-connected sickness, injury or disability leave shall be deemed physically fit to return to duty and shall be subject to loss of service-connected sickness, injury or disability pay.

4. When such sickness, injury or disability leave is granted, the member shall not be charged with any sick leave time for such time lost due to such sickness, injury or disability.

E. Verification of Sick Leave

1. A member who shall be absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In the case of a member utilizing sick leave to attend to a sick or injured relative, the member may be required to supply acceptable medical evidence that:

- a. The relative was sick or injured; and
- b. The member's presence was required.

3. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health, or the employee's personal physician, if he or she so desires, may be required.

4. The County may require a member who has been absent because of personal illness, as a condition of his or her return to duty, to be examined by a County physician. Such examination shall establish whether the member is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the member or other employees.

5. Failure to provide verification may result in denial of sick leave and may result in disciplinary action

F. Sick Leave Incentive

1. Any member not using leave for a full calendar year may, at his or her option, receive compensation in the first payroll of the next year in an amount equal to five (5) days' pay. Such member shall have five (5) days deducted from his or her sick leave for that year.

2. Any member utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may, at his or her option, receive compensation in the first payroll of the next year in the amount equal to four (4) days' pay. Such member shall have four (4) days deducted from his or her sick leave for the year.

ARTICLE XIII
SERVICE RECORDS

Each Member's service records, commendations and general personnel file shall be available for inspection by said member. Upon the addition of any report or other writing to such file, notice thereof will be immediately given the member in order that he may reasonably inspect such writing.

ARTICLE XIV

TIME OFF FOR PBA OFFICIALS

Section 1. Time off, with pay, shall be granted to the elected officers of the Union in order that they may attend one (1) regular PBA monthly meeting.

Section 2. Time off, with pay, shall be granted the PBA State Delegate of the Union in order that he or she may attend one (1) State and one (1) County PBA meeting monthly.

Section 3. Any employee who is a duly authorized representative of the Union shall be granted leave of absence with pay in accordance with N.J.S.A. 40A:14-177.

Section 4. The President of the PBA shall receive all necessary time off from regular duties to attend State and County PBA Business meetings.

Section 5. a. The President of the PBA shall be granted reasonable release time to attend meetings called by the Warden, County officials or Deputy Wardens concerning matters relating to the operation of the facility or dealing with the health and welfare of members of the PBA.

b. The President of the PBA may, at the discretion of the County, be granted reasonable release time to attend meetings called by State officials concerning matters relating to the operation of the facility or dealing with the health and welfare of members of the PBA. Requests to attend such State meetings will not be unreasonably denied. However, the County's exercise of its discretion is not subject to binding arbitration.

Section 6. The PBA President shall be assigned to a day tour, and to a duty assignment where he will be reasonably accessible to bargaining unit members. The PBA President shall

be granted reasonable release time from work duties to attend to union business during work time, provided that such release time shall in no way interfere with the operation or normal routine of the correctional facility or any other County department, office or function, and provided further that the PBA President first secures permission from Chief Warden or his designee to utilize such release time, which permission shall not be unreasonably denied.

ARTICLE XV

LONGEVITY

Employees shall receive longevity as follows:

- \$ 200.00 Per Annum for 5 years or more of service;
- \$ 400.00 Per Annum for 10 years or more of service;
- \$ 600.00 Per Annum for 15 years or more of service;
- \$ 800.00 Per Annum for 20 years or more of service;
- \$1,000.00 Per Annum for 25 years or more of service.

ARTICLE XVI
MILITARY LEAVE

Military Leave shall be granted in accordance with present County policy and appropriate federal and state regulations.

ARTICLE XVII

HOSPITALIZATION AND HEALTH INSURANCE

Section 1. The Employer shall pay the full cost of family coverage for Blue Cross, Blue Shield, Major Medical and Rider J.

Section 2. The Employer shall pay the full cost of a \$5,000.00 Life Insurance Policy for each employee.

Section 3. The County reserves the right to select the carrier for all insurance plans or to self-insure, at its discretion, provided there is no reduction in the level of benefits.

ARTICLE XVIII
PREScription DRUG PLAN

Section 1. The County shall pay the cost of a Prescription Drug Plan with a \$1.00 co-payment. Effective January 1, 1994, the employee co-payment will be increased to \$1.00 for generic drugs and \$5.00 for non-generic drugs.

Section 2. The Prescription Drug Plan shall cover the employee, spouse and dependent children.

ARTICLE XIX

DENTAL PLAN

Section 1. The County Basic Dental Plan (level of Blue Cross/Blue Shield Plan) shall cover the employee, his or her spouse and family.

Section 2. The County will implement an employee-funded dental insurance upgrade option. Such upgrade will be at no expense to the County. The County will exert its best efforts to assure that employee payments for the dental upgrade are treated as pre-tax income.

ARTICLE XX

RETIREMENT LEAVE

Section 1. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed \$3,000.00.

Section 2. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay the employee's estate the retirement leave pay.

Section 3. If an officer continues to work past minimum retirement age and dies while in the employ of the County, the retirement leave benefits shall be paid to the officer's estate in accordance with the procedures herein set forth.

ARTICLE XXI

SENIORITY

Section 1. Seniority is defined as the employee's total length of service with the County Division of Corrections, beginning with his or her date of hire.

Section 2. Seniority is understood to be in accordance with the New Jersey Department of Personnel rules and laws.

Section 3. The County shall promptly advise the appropriate representative of the PBA of any changes which necessitate amendments to the seniority list.

Section 4. Permanent employees to be laid off will receive 45 days' notice, or 45 days' pay in lieu of the notice.

ARTICLE XXII

COST OF PRINTING CONTRACT

The Counry and PBA 109 each agree to pay one-half (1/2) the cost of printing this Agreement in booklet form.

ARTICLE XXIII

WORK SCHEDULES

Section 1. Subject to the conditions and limitations contained in this Article, corrections officers may be assigned to one of the following work schedules:

- a. Four days on duty and two days off duty within recurring periods of six calendar days, hereinafter referred to as the "4/2 schedule"; or
- b. Five days on duty and two days off duty within recurring periods of seven calendar days, hereinafter referred to as the "5/2 schedule."

Section 2.

- a. Subject to paragraphs b., and c., below, the County retains the sole right to determine where 5/2 and 4/2 schedules shall be utilized, and the County reserves the sole right to implement 5/2 and 4/2 schedules at any time and to determine the starting and ending days and time of each officer's 5/2 and 4/2 schedule. Unless the officer volunteers to the contrary and the County agrees, each 5/2 schedule officer shall be scheduled for two consecutive days off each 5/2 cycle. However, the County retains the full managerial discretion to schedule the two consecutive days off that the officer shall receive; that is, the County is not required to grant officers on the 5/2 work schedule weekends off.
- b. Notwithstanding paragraphs a., above, the County agrees that any 5/2 schedule officer who as of November 9, 1995, was assigned to a duty post that has weekends off shall retain weekends off as long as the duty post remains in existence. The officer may be assigned by the County to any 5/2 schedule if said duty post is eliminated.

- c. Notwithstanding paragraph a., above, whenever the County chooses to create a 5/2 work schedule for a duty post that involves weekends off, assignment to the duty post shall be based upon seniority, provided that the County determines that the employees' skills, abilities, experience and other qualifications are otherwise equal.

Section 3. The County retains full managerial discretion to determine which employees shall work 5/2 and 4/2 schedules, and to assign employees on and off 5/2 and 4/2 schedules, regardless of work location or duties to be performed, subject to the following limitations:

- a. Corrections Officers who are hired by the County subsequent to November 9, 1995, may be placed on 5/2 schedules or 4/2 schedules in the County's discretion and without limit.
- b. Corrections Officers who volunteer for 5/2 schedules, regardless of their date of hire, may be placed on 5/2 schedules or 4/2 schedules in the County's discretion and without limit.
- c. Corrections Officers who are assigned to 4/2 work schedules as of November 9, 1995, shall be grandfathered into 4/2 work schedules, and may not be placed on a 5/2 schedule unless they volunteer for placement on a 5/2 schedule.
- d. Corrections Officers who volunteer for 5/2 scheduling may be returned to a 4/2 schedule only in the County's sole discretion.

ARTICLE XXIV

HOURS AND OVERTIME

Section 1. The workday shall consist of eight (8) and one quarter (1/4) (including lineup) consecutive hours in a twenty four (24) hour period, except as mutually agreed to by the parties, or in the cases of emergency as determined by the Warden or his designee.

Section 2. Employees who work more than the regular workday as defined above, shall be entitled to a minimum of one (1) hour of pay at the overtime rate, for any part of an hour worked, subject to being retained for work for one (1) hour at the County's discretion.

Section 3. An employee who is held over beyond his or her normal workday and who is relieved during the first (30) minutes may elect to leave when relieved and receive thirty (30) minutes of pay at the overtime rate. If a superior officer directs an employee to leave at any time after the end of the regular workday, he/she shall receive one (1) hour of pay at the overtime rate.

Section 4. Any overtime worked shall be reported to the Officer in Charge of each tour and he or she, in turn, shall notify the proper authority as to the hours worked. All overtime shall be paid on a forty (40) hour basis.

Section 5. Officers shall be called in for overtime according to a list in order of seniority. The County may assign overtime on a mandatory basis in the event an insufficient number of officers respond to calls made pursuant to the preceding sentence.

Section 6. Members of the Unit shall be paid at the rate of time and one-half for one-half hour of their lunch period if they are required to work during their lunch break.

Section 7 a. Court Appearance. The County shall pay all employees for appearance in Municipal Court, County and Superior Court, Juvenile Court, Grand Jury and A.B.C. proceedings on their own time at time and one-half (1-1/2) with a four (4) hour minimum. Employees shall submit in writing all time spent in Court to the Officer in Charge.

 b. Employees may not be retained for the purpose of attaining the minimum of four hours if the appearance requires less time.

Section 8. Any corrections officer who is requested and returns to work during periods other than his or her regularly-scheduled shift shall be paid time and one-half for such work and guaranteed not less than four (4) hours' pay, regardless of the number of hours actually worked.

Section 9. For purposes of this Article, mandatory training shall be considered as time worked.

Section 10. Overtime checks shall be delivered to each officer within two pay periods after the overtime is earned and shall indicate thereon the portion which is overtime and the period covered.

ARTICLE XXV

COURT ACTION AGAINST MEMBERS

Section 1. Whenever a corrections officer is named as a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of his or her official powers in the furtherance of his or her official duties, the County shall provide the officer with the necessary means for the defense of such action or proceeding, but not for his or her defense in a disciplinary proceeding instituted against him or her by the County or in a criminal proceeding instituted as a result of a complaint filed on behalf of the County. The procedure for implementing this provision shall be governed by Appendix "A" attached to this Agreement.

Section 2. In any civil action or civil proceeding arising out of and directly related to the lawful exercise of a corrections officer's official powers in the furtherance of his or her official duties, the County shall indemnify the corrections officer in the event a judgment for damages is entered against the officer if, in the County's judgment, the acts upon which the damages are based do not constitute actual fraud, actual malice, wilful misconduct, intentional or criminal wrong, or violations of the County Code of Ethics. This provision shall not apply to disciplinary proceedings instituted against the officer by the County.

ARTICLE XXVI

SALARY AND WAGES

Section 1. Annual base salaries, with the exception of the starting salary, shall increase as follows:

- 5% effective January 1, 1994
- 5% effective January 1, 1995
- 5% effective January 1, 1996
- 5% effective January 1, 1997
- 5% effective January 1, 1998

The above salary increases shall be implemented in accordance with the annual salary schedules attached to this Collective Negotiations Agreement as Appendix B, and shall take the form of advancement to the next higher salary level, which advancement shall occur on January 1 of each year of the Agreement. Officers employed by the County as of November 9, 1995, will be placed upon the appropriate salary level based upon the salary they earned as of December 31, 1993, except that such officers first employed in 1994 will be placed on salary level 1 for 1994 and shall advance to salary level 2 effective January 1, 1995, and that such officers first employed in 1995 prior to November 9, 1995, shall be placed on salary level 1 and shall advance to salary level 2 on January 1, 1996. Corrections officers in the employ of the County as of November 9, 1995, who are receiving "off-step" salaries shall receive salary increases of 5% effective January 1 of each year of this Agreement.

Section 2. The starting salary for corrections officers shall remain frozen at \$21,947 for the life of this Agreement. All corrections officers hired after November 9, 1995, shall receive an annual salary of \$21,947, and shall remain at the salary of \$21,947 for their first twelve months of employment. After the completion of twelve months of employment, the officer will

advance to the next higher salary level on the salary schedule for that year. Thereafter, the officer will advance one salary level on January 1 of each year of this Collective Negotiations Agreement.

Section 3. There will be no automatic step movement, salary level movement or automatic salary increases beyond the expiration date of this Collective Negotiations Agreement, i.e., December 31, 1998. All step and salary level movement shall terminate effective upon the expiration of this Collective Negotiations Agreement, i.e., December 31, 1998.

Section 4. Salaries for current officers and newly-hired officers shall be paid bi-weekly on a two-week lagging basis, with the officer's paycheck to be issued two weeks after the closing date of the pay period. Subject to adjustment due to unpaid absences, bi-weekly pay shall be computed by dividing the officer's regular annual salary by the number of pay periods in the then-current calendar year.

Section 5. Effective retroactive to January 1, 1994, any corrections officer assigned to a 5/2 work schedule as defined in Article XXIII, "Work Schedules," above, shall receive additional compensation based upon 14 holidays per year. Specifically, in addition to the 14 days holiday pay provided for in Article V, "Holidays," above, corrections officers assigned to 5/2 schedules shall receive one of the following forms of additional compensation:

- a. 14 additional paid holidays off per year;
- b. monetary compensation equal to 14 additional days of holiday pay; or
- c. a combination of additional holidays and pay such that the officer receives compensation for a total of 14 holidays either in time off or in

additional pay, (e.g., seven paid holidays and seven days of holiday pay; eight paid holidays and six days of holiday pay; five paid holidays and nine days of holiday pay, etc.)

A day's holiday pay shall be computed in accordance with current practice; specifically, the employee's annual base rate of pay divided by 260.

The additional days' pay to which a 5/2 officer is entitled will be computed annually, and any additional days' pay to which the officer is entitled will be paid no later than January 31st of the year next following the year in which such pay was earned.

The County retains the right to decide, on a case-by-case basis, which 5/2 schedule officers will receive additional holidays off, pay in lieu of additional holidays, or a combination of the two.

The additional compensation described in this Section applies to any corrections officer placed on a 5/2 schedule on or after January 1, 1994. Entitlement to this additional compensation ceases if the corrections officer is returned to a 4/2 schedule. If an officer is placed on or removed from a 5/2 schedule during the course of a calendar year, the officer's entitlement to additional compensation under this Section shall be pro-rated based upon a 14-holiday base.

ARTICLE XXVII

SHIFTS, ASSIGNMENT AND REPORTING TIME

Section 1. Whenever assignments and reporting times are changed, corrections officers should be notified at least forty-eight (48) hours ahead of time, circumstances permitting.

Section 2. Officers may bid by seniority for choice of shift assignments. The County shall, however, at all times, have the right to assign officers as needed in order to guarantee such adequate manning levels as the County, in its sole discretion, shall determine. Assignments made under this Section shall not be subject to arbitration under this Agreement.

Section 3. Shift changes must be stable for a period of three (3) months before an employee is eligible to bid for a new assignment.

Section 4. Except as noted below, job assignments become the responsibility of the officer. The County is not responsible for transporting officers to their assignments or getting officers to their assignments on time.

Section 5. Employees who are assigned to one work location and who report to that location will be provided transportation if they are directed by a superior officer to report to another work location.

ARTICLE XXVIII
CLAIMS ADJUSTMENT

Section 1. When an employee's personal property is damaged or lost as a result of an incident arising out of or incidental to the lawful performance of his or her duties as a corrections officer, the County shall reimburse the employee for the replacement value of the property, except as follows.

- A. The County shall only be liable for loss or damage to jewelry or watches up to \$100.00.

Section 2. A claim for any such loss or damage must be reported to the County, in writing, within five (5) days of the loss or damage.

Section 3. At the County's option, an employee submitting a claim under this Article may be required to submit three (3) estimates in support of the claim. In such cases, the County shall reimburse the employee for the lowest estimated value of the claim.

Section 4. Employees who receive full or partial reimbursement from a third party, including insurance, for a claim paid pursuant to this Article must reimburse the County for any amount of money received from the third party.

ARTICLE XXIX

SEVERABILITY AND SAVINGS

Section 1. Should any part of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

Section 2. This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the Employer and the Union.

ARTICLE XXX

PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. Employees shall retain all Civil Rights under New Jersey State Law. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement.

ARTICLE XXXI
MANAGEMENT RIGHTS

Section 1. The Employer hereby retains the right to manage and control its correctional facilities and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

Section 2. The Employer, in accordance with applicable law and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons.

ARTICLE XXXII

WEAPONS

Section 1. Any officer in charge of any detail that leaves the institution, or goes anywhere on County business while in uniform shall be armed, only if qualified, for his or her own personal protection.

Section 2. All permanent correction officers who are qualified shall be armed coming to and leaving work while in uniform.

ARTICLE XXXIII

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement shall be effective January 1, 1994 and shall continue and remain in full force and effect to and including December 31, 1998, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

Section 2. The benefits of this Agreement shall apply only to those employees on the payroll as of November 9, 1995, as well as to those who resigned in good standing, retired or were on medical leave of absence from January 1, 1994 to November 9, 1995. Persons who were terminated for cause or who resigned not in good standing between January 1, 1994 and November 9, 1995, shall not be entitled to benefits hereunder. The parties agree that in any future collective negotiations agreement they may conclude, any employee who voluntarily resigns from employment with the County prior to conclusion of the agreement, regardless whether such resignation is or is not in good standing, shall be excluded from any retroactive benefits.

ARTICLE XXXIV
EDUCATION INCENTIVE

Employees shall receive annual compensation upon completion of college courses, provided the courses are job related and provided the employee receives the prior written approval of the Warden, which approval shall not be unreasonably withheld. In order to receive the compensation noted below, the employee must receive a grade of "C" or its equivalent and must provide proof of the grade. The compensation schedule shall be \$10.00 per credit earned toward a degree up to this following maximum:

Associates Degree	\$ 750.00
Bachelor's Degree	1,500.00
Post Graduate Degree	2,000.00

This Agreement is subject to ratification by the Board of Chosen Freeholders and the Membership of the PBA.

Robert J. W. 4-25-96
DATE: PBA 109

Michael Rivera
DATE: FEB 109 WITNESS

[Signature]
DATE: COUNTY OF HUDSON

John A. Lerner
DATE: WITNESS

APPENDIX A

DEFENSE FOR CORRECTION OFFICERS IN ACTIONS ARISING OUT OF OR INCIDENTAL TO PERFORMANCE OF DUTIES

Upon receipt of summons and complaint arising out of or incidental to the performance of a Corrections Officer's duties, such Corrections Officer shall deliver the summons and complaint to the County Law Department with three days of receipt.

Within five days of receipt of summons and complaint by the County Law Department, the County shall advise said Corrections Officer, in writing, of one of the following:

1. County Law Department shall defend the Corrections Officer;
2. County Law Department shall appoint counsel to defend at no expense to the Corrections Officer;
3. The County Law Department will advise such Corrections Officer that he/she may retain private counsel of his/her own choosing, subject to the County's fee schedule, which must be agreed to by the Attorney selected by the Corrections Officer;
4. If the County determines that it has no obligation to defend, the County shall notify the Corrections Officer of such decision along with a written statement of the reasons for the determination that it has no obligation under the statute to provide a defense.

APPENDIX B
(See Article XXVI, "Salary and Wages")

	1993 Salary Schedule	1994 Salary Schedule	1995 Salary Schedule	1996 Salary Schedule	1997 Salary Schedule	1998 Salary Schedule
1	21947	21947	21947	21947	21947	21947
2	23072	23044	23625	24150	24675	25200
3	24198	24226	24197	24806	25358	25909
4	27012	25408	25437	25406	26046	26626
5	31514	28363	26678	26709	26676	27348
6	33765	33090	29781	28012	28044	28012
7	40743	35453	34744	31270	29413	29446
8		42780	37226	36481	32833	30883
9			44919	39087	38305	34475
10				47165	41042	40221
11					49523	43094
12						52000

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